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LONDON, SEPTEMBER 2, 1911.

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Current Topics.

The Annual Provincial Meeting.

WE PRINT elsewhere the programme which has been issued by the Nottingham Law Society in connection with the Annual Provincial Meeting of the Law Society which is to be held at Nottingham on Monday, Tuesday, Wednesday and Thursday, the 25th to 28th inst. The reading and discussion of papers will be confined to the Tuesday and Wednesday, but it will be seen that arrangements have been made on each of the days for combining the serious business with social functions and entertainments, or with visits to the places of interest which abound in Nottingham and the neighbourhood.

The American Senate and the Arbitration Treaty.

IN COMMENTING recently on the Anglo-American Arbitration Treaty, which has been signed by representatives of both countries, we pointed out the danger lest it might fail to obtain ratification in one or both countries, and that danger threatens to be realized in consequence of the action of the American Senate. In general the Senate approve of the Treaty, and they do not object to the wide words of Article I, which bring within the scope of arbitration all questions "susceptible of decision by the application of the principles of law and equity;" but according to the report of Foreign Relations Committee, which has now been published, they object to the reference to an independent commission of the question whether any particular matter is "justiciable" under Article I. This reference is the result of the last clause of Article III, which is as follows:—"It is further agreed, however, that in cases in which the parties disagree as to whether or not a difference is subject to arbitration under Article I. of this Treaty, that question shall be submitted to the Joint High Commission of Inquiry; and if all or all but one of the members of the Commission agree and report that such difference is within the scope of Article I., it shall be referred to arbitration in accordance with the provisions of this Treaty."

The Scope of Arbitration.

AFTER THIS Commission has decided that the matter is suitable for arbitration, a special agreement will still have to be prepared, and will go before the Senate; but then, the report points out, it will be too late for the Senate to take any effective step to stop an arbitration which in its opinion is not properly within Article I. In other words, those members of the Senate who approve the report are unwilling to abandon any part of their control over foreign affairs. Various examples are given in the report of matters which might be referred to arbitration by an independent commission, such as the right to exclude certain classes of immigrants, or the title to the national territory. It remains to be seen whether these are objections which will find favour generally in the United States. The intention of the Treaty, we take it, is to render all matters of difference between the two nations subject

to arbitration exactly as matters of difference between individuals are subject to legal decision—in other words, to exclude absolutely the possibility of a recourse to war as a means of settling disputes. The probability of any such recourse between the United States and Great Britain is so remote that the Treaty, even if ratified, will not, perhaps, have this as its chief result. But it would have a great effect as a first step in the direction of general arbitration treaties.

The Money-Lenders Act and Interrogatories.

THE URGENT need for the proposed amendment of the Money-lenders Act, 1900, so that assignees without notice may not suffer (see *ante*, p. 644), is well illustrated by *Nash v. Layton* (1911, 2 Ch. 71) upon which we have already commented (*ante*, p. 699), but to which it is worth while again to draw attention. An action was brought to enforce a charge on a fund in the hands of trustees. One of the defences was that the plaintiff was a money-lender, and unregistered, and the charge therefore was void. Interrogatories for the examination of the plaintiff were administered by the defendant trustees, directed to ascertain whether the plaintiff had recently lent money to persons other than the beneficiary in the present action, and whether he had been registered as a money-lender under a name other than his own. The plaintiff objected to these interrogatories, and they were disallowed by *Joyce, J.* On appeal, *FLETCHER MOULTON, L.J.*, agreed with *Joyce, J.*, but the majority of the Court of Appeal (the Master of the Rolls and *BUCKLEY, L.J.*) held them to be admissible. Judicial opinion was thus very evenly divided. It is impossible not to be impressed with the view strongly put forward in the dissenting judgment of *FLETCHER MOULTON, L.J.* The document of charge contained in itself no indication that the plaintiff was a money-lender: "If it is right to allow this interrogatory in the case of this particular plaintiff, against whom nothing is said, and in support of whose carrying on business as a money-lender there is no material before the court, it is an interrogatory which the court not only can but ought to allow in the case of a like defence being raised against any other person." This is a serious danger to which any plaintiff suing on a contract of loan may be exposed. The view taken by the Court of Appeal is evidently due to the extraordinary provisions of the Money-lenders Act which (as interpreted by the courts) make all securities, as to which the Act is not complied with, absolutely void and unenforceable even in the hands of innocent assignees. In the present case there was no question of the impeached security being in the hands of an assignee, but cases may well occur where a security not known to be tainted as a money-lending transaction has been taken over by a transferee, who subsequently becomes aware of its original invalidity. In such cases the necessity of answering interrogatories like those in *Nash v. Layton* might press cruelly on an innocent plaintiff. The mere amendment of the Act of 1900 as to assignees will not, of course, get rid of the decision of the Court of Appeal, and we should like to see some amendment (either judicial or legislative) in the rules relating to interrogatories, so that a party who proposes to interrogate his opponent on any point should be compelled to shew some *prima facie* ground for believing in the existence of a state of facts which is merely assumed to exist in the first instance.

"Little Star Chambers."

AN INTERESTING communication appeared in the *Times* of the 28th ult., on the modern tendency of the Legislature to substitute special tribunals for the ordinary courts of law—"Little Star Chambers," they are called by the correspondent, who writes with an intimate knowledge of recent legislation, and he points out that though they may be cheap and benevolent, yet if in the last resort the courts have not power to control them, they remain Star Chambers. Not inaptly, too, he quotes, with a suitable parenthesis, section 5 of the Act which in 1640 abolished the great Star Chamber:—"Neither His Majesty nor His Privy Council [nor, it may be added, in parenthesis, His Majesty's Government Departments, nor that Committee of His Privy Council, the Cabinet] have or ought to have any jurisdiction power or authority to determine or dispose of the lands, tenements, hereditaments, goods, or chattels of any of the sub-

jects of this kingdom; but that the same ought to be tried and determined in the ordinary courts of justice and by the ordinary course of the law." We have frequently called attention to the same tendency, and quite recently in connection with the National Insurance Bill (*ante*, p. 548), a matter to which the *Times* correspondent refers as the latest and one of the most typical examples. Other instances, he points out, are to be found in the Trade Marks Act, 1905, and the Housing, Town Planning, &c., Act, 1909, and the denial of the ordinary methods of attaining justice is emphasized in the latter Act, and in the Small Holdings and Allotments Act, 1908, by the exclusion, save where otherwise specially directed, of counsel from arbitrations. In some cases the person aggrieved is able, if he is sufficiently astute, to escape from the little Star Chamber to the High Court, but this seems to be impossible under the Insurance Bill, and the decisions of the "Court of Referees" or of an umpire appointed by the Board of Trade, are to be "final and conclusive." At the same time these words, it has been recently held under the Old Age Pensions Act, 1908 (*Murphy v. Rex*, 1911, A. C. 401), are not always so strong as they may *prima facie* appear to be, and they must be taken in connection with the whole intent of the statute. Traditional objection to courts of law there may be on the ground of expense and delay, but both are apt to be exaggerated, and, in the words of the *Times* correspondent, "the question must be faced as to whether, in matters of the first importance, secret tribunals, whether large or small, are better; and if we apply the wisdom of our ancestors, bought by bitter experience, we are forced to conclude that open courts and independent judges give a security for justice which cannot otherwise be obtained." Of this there can be no doubt.

The Labour Disputes Bill.

A BILL under the title of the Labour Disputes Bill, has been introduced in the House of Commons under the auspices of Mr. CROOKS and other members of Parliament. Its object is to substitute compulsory reference to arbitration for procedure by lock-out or strike. The Bill proposes that wherever any dispute exists between an employer and any of his employees, and the parties thereto are unable to adjust it, either of the parties to the dispute may make application to the Board of Trade for the appointment of a board of conciliation and investigation, to which board the dispute may be referred under the provisions of the Bill, and the Board of Trade, whose decision shall be final, shall, within fifteen days, establish such board. Every board shall consist of three members appointed by the Board of Trade, one recommended by the employer, and one by the employees (the parties to the disputes), and the third (who shall be chairman of the board) recommended by the members so chosen. No dispute is to be the subject of reference in any case in which the employees affected are fewer than ten, and it will be the duty of the board appointed to endeavour to bring about a settlement of the dispute, and to this end the board shall, in such manner as it thinks fit, expeditiously and carefully inquire into the dispute and all matters affecting the merits thereof and the right settlement thereof; and in the course of such inquiry the board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the board thinks reasonable to allow the parties to agree upon terms of settlement. The board will have power to summon and enforce the attendance of witnesses and to take evidence on oath, and any party to a reference may be represented before the board by three or less than three persons designated for the purpose, or by counsel, or solicitor, where allowed. The proceedings are to be conducted in public, unless otherwise directed by the board. Submission to the reference is to be enforced by the provision that any employer, declaring or causing a lock-out contrary to the provisions of the Bill, will be liable to a fine of not less than £20, nor more than £200, for each day or part of a day that such lock-out exists, and any employee who goes on strike in the same circumstances will be liable to a fine of not less than £2, nor more than £10 for each day or part of a day. Further, any person who incites,

encourages, or aids in any manner any employer to declare or continue a lock-out, or any employee to go or continue on strike contrary to the provisions of the Bill, will be liable to a fine of not less than £10, nor more than £200. Either party to a dispute may agree in writing, at any time before or after the board has made its report and recommendation, to be bound by the recommendation of the board, and such recommendation will be legally enforceable. The Bill is a well-meant attempt to deal with the difficulties revealed by the recent railway strike, but it remains to be seen whether its principles will win such support as to make the measure practicable.

The Conveyancing Bill.

A SUMMARY of the provisions of the Conveyancing Bill which should shortly come before the House of Commons was given in our last issue (p. 735). The importance of the Bill seems some justification for a few further remarks on its provision and draftsmanship—chiefly of a critical nature. The first and most obvious point is that the enactment of the Bill will render it extremely desirable to have the whole of the Conveyancing Acts consolidated. These Acts are the subject of daily and hourly reference on the part of legal practitioners of every grade of experience and intelligence, and if the "Conveyancing Acts, 1881 to 1911," are to remain as proposed, hasty reference to the amendments on amendments and incorporated sections will inevitably lead to bad mistakes and loss of time and money on the part of solicitors and their clients. The advantages of a consolidation as against the form in which the code of conveyancing law will appear after the present Bill becomes law are, indeed, aptly shewn on a small scale by comparing clause 7 of the Bill (dealing with the removal of restraints on alienation by married women) with almost any other clause—say, clause 5 for example, which relates to sale by mortgagees. By the latter (clause 5) section 21 of the Act of 1881 is amended, and certain words are added to it. By clause 7, section 39 of the Act of 1881 is (in effect) amended, and certain words added to it. But whilst section 21 will have to be construed in the light of the amending enactment, section 39 will be repealed outright, and a new section will have been substituted for it. A comparison of the amended and the new sections is an excellent practical test of the advantages (almost amounting to necessity) of a speedy consolidation of the whole of the Conveyancing Acts. It seems a pity that the method of amendment adopted in the case of clause 7 was not adopted in drafting some (at any rate) of the other clauses. From the point of view of draftsmanship purely, clause 3 is perhaps the worst in the Bill. In this clause (designed mainly to abrogate *Robbins v. Whyte* (1906, 1 K. B. 125) as to the powers of a mortgagor to accept surrenders of leases) the pernicious principle of legislation by reference has been allowed full play—a principle particularly pernicious where such Acts as the Conveyancing Acts are concerned. Sub-clause 7 of clause 3 purports to incorporate whole sub-sections of section 18 of the Act of 1881. Both section 18 and the amending clause 3 of the Bill are already sufficiently long and complex, and the further complication caused by this incorporation of three sub-sections by reference ought not to have been introduced. This might be put right, of course, as the Bill goes through the Commons. The title of the Bill might well have been more correct, for it is not a Bill "to amend the Conveyancing and Law of Property Act, 1881" mainly, but to amend several other Acts as well. Clause 16 will effect a small but useful improvement, by enabling the Act of 1881 to be cited simply as "The Conveyancing Act, 1881," as, indeed, it is commonly called.

Litigation and the Society of Friends.

MORE THAN one hundred and twenty years have passed since BENJAMIN FRANKLIN, in a speech addressed to a convention of the American States, stated that it was an established rule with the Quakers that they must not go to law, but in their controversies they must apply to their monthly and yearly meetings, and that committees sat with much patience to hear the parties, and spent much time in composing their differences entirely without any salary. We are well aware that the Society of

Friends continues to shew signs of vigorous life; but we are disposed to think that there must have been some modification in the rule referred to by the distinguished American. Sir EDWARD FRY, who was in succession a leading Chancery practitioner and a judge of the Chancery Division and of the Court of Appeal, has always been a member of the Society of Friends, and we have been informed that the firm of the late Mr. JOHN BRIGHT was in his lifetime engaged in a heavy arbitration, presided over by Mr., afterwards Lord Justice, LUSH. The late Mr. J. B. BRAITHWAITE, a leading member of the society, was constantly engaged, as a conveyancer, in disputes as to title, sometimes, we imagine, on behalf of his co-religionists. The refusal of Quakers to take an oath must in the days of BENJAMIN FRANKLIN have been a serious obstacle to their appearance as parties in a court of justice, but this difficulty has been removed by recent changes in the law. The Society of Friends still, we believe, insist on the rule that members who may have been released from their debts by bankruptcy or composition shall pay them in full when they are able to do so.

Estoppel by Default in Pleading.

THE recent decision of the Divisional Court in *Cooke v. Rickman* (*ante*, p. 668), taken with the case of *Humphries v. Humphries* (1910, 2 K. B. 531) in the Court of Appeal a year ago, usefully explains the extent to which a defendant, who has omitted to raise a possible defence in a first action, is estopped from raising it in a second action relating to the same subject matter. The effect is that, if the defendant has omitted in the first action to traverse any express or implied allegation of the plaintiff which was a necessary part of the plaintiff's case, he is estopped from traversing such allegation in the second action; if, on the other hand, he has omitted to raise any defence which requires to be raised by special plea, and the proof of which lies upon him, he is not estopped from raising this defence in the second action.

The leading case on the subject is *Howlett v. Tarte* (10 C. B. N. S. 813). Under a building agreement, dated 29th September, 1853, the defendant was entitled, on the completion of the buildings, to the grant of a lease for ninety-nine years at a rent of £7 10s., and this rent was to be payable after the expiration of one year from the date of the agreement. According to the defendant there was a subsequent agreement between the parties, by which a yearly tenancy was substituted for the tenancy under the building agreement, and this yearly tenancy was determined on the 29th of September, 1858, by notice to quit given by him. The plaintiff brought an action for rent accrued due under the building agreement after that date, and in this action the defendant omitted to plead that the agreement had been rescinded by the yearly tenancy, and in effect judgment went against him for default in pleading. Subsequently the plaintiff brought another action for rent due under the building agreement. The defendant now set up the substitution of the tenancy from year to year and the determination of that tenancy, but the plaintiff contended that he was estopped by his omission to raise the plea in the former action. But the court (WILLIAMS, WILLES, BYLES, and KEATING, J.J.), held that there was no estoppel, upon the ground that the plea involved no contradiction with anything on the record in the former action. "The defence," said WILLES, J., "is good, if true. It is quite consistent with the allegations on the record in the former action that this new matter is true. The defendant omitted to set it up on the former occasion, and the question is whether, by allowing the judgment to go by default, he is estopped as to that matter in every subsequent action at the suit of the plaintiff. It is an entirely novel proposition." This passage is confined to the case of the defendant setting up a special plea in the second action, that is, a plea that operates by way of confession and avoidance. The whole of the plaintiff's allegations in the first action, which were necessary to constitute his cause of action then, were admitted, and they are again admitted in the second action; but the defendant now sets up a defence which rebuts the plaintiff's *prima facie* cause of action. The distinction was put clearly by WILLIAMS, J.:—"I think it is quite clear, upon the authorities to which our

attention has been called, and upon principle, that if the defendant attempted to put upon the record a plea which was inconsistent with any traversable allegation in the former declaration, there would be an estoppel. But the defence set up here is quite consistent with every allegation in the former action. The plea admits the agreement, but shows by matter *ex post facto* that it is not binding on the defendant." And KEATING, J., said:—"This is an attempt on the part of the plaintiff to extend the doctrine of estoppel far beyond what any of the authorities warrant."

The two recent cases referred to above apply the doctrine thus laid down, though in each of them the result was different from that in *Howlett v. Tarte* (*supra*), and the estoppel was held to have arisen. In *Humphries v. Humphries* (*supra*) the plaintiff, who was the owner of a dwelling-house at Tipton, Staffordshire, in October, 1907, entered into negotiations with the defendant with a view to the latter taking a lease of it. On the defendant's instructions a draft agreement was prepared, under which the defendant was to take a lease for fourteen years at a yearly rent of £36, payable quarterly. As to what happened in regard to this draft the report is not clear; but no signed agreement was executed and the defendant, considering that no agreement had been, in fact, made, abstained from going into possession. In July, 1908, the plaintiff claimed rent up to 24th June, and issued a plaint in the county court. The defendant raised the defence that there was no concluded agreement, but he did not raise the defence of the Statute of Frauds. The judge found against him on his defence, and gave judgment for the rent due, and this was paid. Subsequently, the plaintiff claimed and sued for further rent, and the defendant now raised the plea of the statute, but the county court judge held the effect of the former judgment to be that there was a valid and binding agreement; the matter was therefore *res judicata*, and he gave judgment for the amount claimed. The Divisional Court (PHILLIMORE and BUCKNILL, JJ.) took the same view, and the result was affirmed by the Court of Appeal.

The validity and enforceability of the tenancy agreement were a material part of the plaintiff's case in *Humphries v. Humphries* (*supra*), and hence it was necessary both that there should be a concluded agreement and that there should be a memorandum of it sufficient to comply with the Statute of Frauds. Both these were matters which were expressly or impliedly alleged by the plaintiff in the first action, and which the defendant could have traversed. Had he done so it would have been for the plaintiff to prove that an agreement had been, in fact, concluded, and that there was a memorandum in writing which entitled him to sue. Consequently the defendant, who had raised only one of these defences in the first action, was estopped from raising the other in the second action. In doing so he would have placed on the record an allegation inconsistent with the plaintiff's allegations in the first action. "The rule in *Howlett v. Tarte*" (*supra*), said FARWELL, L.J., who delivered the judgment of the Court of Appeal (COZENS-HARDY, M.R., and FARWELL and KENNEDY, L.L.J.), "is confined to allegations which the defendant could have traversed, and does not extend to pleas which confessed and avoided, or to matters which were not raisable by traverse but by special plea, necessitating proof on the part of the defendant, such as fraud, gaming, release, or infancy—allegations which do not amount to denial, but to confession and avoidance of the contract."

In *Cooke v. Rickman* the question arose whether the same rule applied to an omission to set up want of consideration in the first action. The defendant had entered into a written agreement under which the plaintiff was to be entitled during her life to the rents of certain houses. The plaintiff brought an action to recover certain moneys, including the amount of these rents. Proceedings were taken under order 14, and on the admission of the defendant judgment was given for a sum part of which was in respect of the rents. A second action was brought to recover further rents, and the defendant now raised the point that there was no consideration for the agreement. Having regard to the rule above stated, the question whether or no she was estopped depended on whether the existence of consideration was an implied allegation by the plaintiff in the former action, or whether

it was a matter to be raised by special plea. But, inasmuch as an agreement under hand is not enforceable unless there is consideration, the claim that it is valid and enforceable involves the allegation that it is supported by consideration. This, therefore, is a matter which the defendant can traverse, and which in that event the plaintiff must prove; it is not the subject of a special plea. The defendant does not confess and avoid, but he raises a point which is intended to show that the plaintiff has no claim. The Divisional Court (BRAY and BANKES, J.J.) took this view, and held, accordingly, that the defendant was estopped from pleading want of consideration in the second action. In the above cases—*Humphries v. Humphries* and *Cooke v. Rickman*—the estoppel in effect was raised on the implied allegations in the claim followed by judgment. In *Irish Land Commission v. Ryan* (1900, 2 I. R. 565), it seems to have been held by the Irish Court of Appeal that where judgment goes by default, the ground and extent of the estoppel are to be found in the judgment itself, and that the writ or statement of claim cannot be looked at; but this may be doubted. The writ or statement of claim is, as much as the judgment, a part of the record, and the estoppel arises by virtue of the matters on the record.

Societies.

Annual Provincial Meeting of the Law Society.

The following programme of the proceedings at this meeting has been issued by the Nottingham Incorporated Law Society:—

MONDAY, 25TH SEPTEMBER.—The inquiry office will be open from 2 p.m. to 5 p.m., at the University College, Shakespeare-street, for the registration of addresses, selection of works, &c., to be visited on Tuesday. A smoking concert will be given on the invitation of the Nottingham Incorporated Law Society, at the Victoria Hall. Light refreshments. Carriages may be ordered at 11.15 p.m.

TUESDAY, 26TH SEPTEMBER.—10.30, the University College, Shakespeare-street. Members attending the meeting will be welcomed to the city by the Mayor, Sir Edward Fraser, after which the president of the Law Society (Mr. W. J. Humfrys) will deliver an address. This will be followed by the reading and discussion of papers. 1.30, adjournment for lunch, which will be provided by the Nottingham Incorporated Law Society, in the Victoria Hall. Tickets must be obtained at the inquiry office, between the hours of 9.45 and 12 o'clock. 2.30, the reading and discussion of papers will be resumed. Arrangements have been made for enabling members to visit churches, manufactories, and places of interest during the afternoon. It is requested that members wishing to visit such places of interest will obtain tickets at the inquiry office in the morning, and will state the places they wish to visit. 4.30 p.m., adjournment. 7.15 for 7.30 p.m., members will dine in the Exchange Hall. The chair will be taken by Sir Edward Fraser, the president of the Nottingham Incorporated Law Society. Dinner tickets, 25s. each (inclusive of wine), must be obtained from the hon. secretaries, on or before the 1st September, and a cheque for the ticket should be sent with the application. Any member who, after taking a dinner ticket, finds that he is unable to attend, may have the money returned, provided he gives notice to the hon. secretaries on or before the 20th September.

WEDNESDAY, 27TH SEPTEMBER.—10, the University College, Shakespeare-street. Annual meeting of the Solicitors' Benevolent Association. 11, the reading and discussion of papers will be continued. 1.30, adjournment for lunch, which will be provided by the Nottingham Incorporated Law Society, in the Victoria Hall. Tickets must be obtained at the inquiry office, between 9.45 and 12 o'clock. 2.30, the reading and discussion of papers will be resumed. 4.30, close of meeting. 4 to 6, by the kind permission of the Castle Committee of the City Council, Mr. Henry Crewdson (ex-president (1910) of the Nottingham Incorporated Law Society) and Mrs. Crewdson will give a reception at the Nottingham Castle Museum and Art Gallery. 9.15, a performance will be given at the Hippodrome, Theatre-square, to which the president and members of the Law Society, and the ladies accompanying them, are invited by Mr. J. J. Spencer (the vice-president of the Nottingham Incorporated Law Society) and Mrs. Spencer. Refreshments.

THURSDAY, 28TH SEPTEMBER.—The Nottingham Incorporated Law Society have arranged an excursion (as far as practicable by motor-cars) to "The Dukeries." Luncheon at Welbeck Abbey, by kind permission of His Grace the Duke of Portland. Members wishing to join must fill up the form and return it to the hon. secretaries, on or before 1st September. It is anticipated that on the return journey visitors will arrive at the Victoria Station Hotel, Nottingham, about 5.30. Tea will be provided at the hotel on arrival. The excursion is open to members of the Law Society and ladies accompanying them, but no member can have more than one lady's ticket. Those who have filled up the form and returned it to the hon. secretaries on or before the 1st September, can obtain excursion and lunch tickets at the inquiry

office on Tuesday and Wednesday, the 26th and 27th September, between 9.45 a.m. and 4.30 p.m.

NOTE.—The Committee regret that it has been found impossible to arrange for the excursion for Belvoir Castle.

Ample general information is appended as to matters of interest in connection with Nottingham and the meeting.

Obituary.

Mr. Hartley Mothersole.

The death is announced of Mr. Hartley Mothersole, formerly joint secretary of the Shipbuilding Employers' Federation, Newcastle, at the age of forty-two. Mr. Hartley Brinkley Newton Mothersole was educated at Trinity College, Cambridge, where he graduated in the Law Tripos. He afterwards took the LL.M. degree, and was called to the bar at the Inner Temple in 1893. He practised for some years on the South-Eastern Circuit, and served as secretary of the Home Office Departmental Committee on the Procedure of Royal Commissions and of the Royal Commission on Trade Disputes and Trade Combinations. In 1909 he was appointed joint secretary of the Shipbuilding Employers' Federation, Newcastle, and of the North-East Coast Shipbuilding and Engineering Association. This position he resigned in the following year. As joint secretary with Mr. T. Biggart, of the former body, Mr. Mothersole took a prominent part in the negotiations which passed between the employers and the men during the boilermakers' dispute last year. Mr. Mothersole represented the London Diocesan Council for Preventive and Rescue Work at the International Congress for the Welfare and Protection of Children, held in London, under the patronage of King Edward 7, in 1902. He was instrumental in promoting a number of movements, some of a private character, for the study and repression of certain social evils.

Legal News.

Appointment.

Mr. REDMOND BARRY, at present Attorney-General for Ireland, has been appointed Lord Chancellor of Ireland. Mr. Barry is forty-five years of age, and was educated in Cork and at the Royal University of Ireland. He was called to the Irish bar in 1888, and took silk eleven years later. Mr. Barry entered Parliament as member for North Tyrone in 1907, on the elevation of Serjeant Dodd to the bench. He was appointed Solicitor-General in 1905 and Attorney-General in 1909.

Changes in Partnerships, &c.

Dissolution.

ERNEST CLIFFORD WEBSTER and CHARLES LANCELOT GAMBLE, solicitors (Clifford Webster & Gamble), 11, New-square, Lincoln's-inn, W.C., and 56, High-road, Chiswick. Aug. 23. [Gazette, Aug. 25.]

General.

Mr. Justice Phillimore and Lady Phillimore have left for Canada, and expect to be back in England about the 10th of October.

"A. L.," writing in the *Times* of the 23rd ult., says:—"On the 28th of November, 1895, members of the bar who had either officially served under the late Lord James of Hereford during his terms of office as H.M. Attorney-General, 1873-4 and 1880-5, or had personally acted in the capacity of his 'Devil,' celebrated—under the chairmanship of Sir William Harcourt, who made an incomparably brilliant speech on the occasion—Sir Henry James's accession to the Cabinet. Their names include a Primo Minister, two Lord Chancellors, four Cabinet Ministers, three Lords Justices, one judicial member of the Privy Council, two Justices of the High Court, three County Court Judges, and others, some of whom will leave on the intellectual tablets of history even more permanent engraving than those who have earned immediate fame. I venture to say no lawyer has ever been served by so many distinguished men, and few human beings by friends so closely attached by the links of kindness and affection. I append the list:—G. R. Askwith, K.C., Earl of Lonsdale, L.C., the Hon. Mr. Justice A. T. Lawrence, A. V. Dicey, K.C., D.C.L., the Right Hon. Lord Justice Stirling, W. O. Danckwerts, K.C., the Right Hon. Alfred Lyttelton, K.C., M.P., Sir W. E. Davidson, K.C., K.C.B., his Honour Judge Sir T. Snagge, Sir H. Poland, K.C., the Right Hon. H. H. Asquith, K.C., M.P., Sir Francis Gore, K.C.B., the Right Hon. Sir Arthur Wilson, Cecil Russell, K.C., the Hon. Mr. Justice Wright, the Right Hon. Lord Justice Rigby, W. W. Karslake, K.C., F. Vaughan Hawkins, Mr. N. Baker, Sir H. Jenkyns, K.C.B., the Right Hon. A. L. Smith, M.R., the Right Hon. Sir W. Harcourt, K.C., Lord Herschell, L.C., his Honour Judge Mansel Jones, Sir George Russell, Bt., Mr. H. W. Loehnis."

The Attorney-General and Lady Isaacs have left London for Marienbad.

The London County Council has issued a circular pointing out that the general public are in a position to render great assistance to many old people by giving the widest possible circulation to certain provisions of the Old Age Pensions Act, 1911, which has removed several disqualifications contained in the principal Act of 1908. Many people over seventy years of age, who were disqualified under the principal Act, will now find themselves entitled to pensions if they send in their claims to the officials.

In the obituary notices of the late Judge Willis, one of the most learned, talkative, and popular men that ever practised in the Common Law Courts, not enough justice, says the *Globe*, has been done to his literary interests and accomplishments. Not only did he possess an unrivalled knowledge of the works of Milton and Cowper; he wrote an admirable introduction to the "World's Classics" edition of the works of Burke, and made a unique contribution to the Bacon-Shakespeare controversy. Judge Willis, who, unlike most of the legal writers on the subject, was a strong opponent of the Baconian theory, made the question at issue the subject of an imaginary trial in Westminster Hall in 1627, and in the evidence of the witnesses, the speeches of the counsel, and the summing-up of the Chief Justice, may be found in attractive form all the salient facts in support of the Shakespearean case.

The funeral of Judge Willis, K.C., took place on the 26th ult. at Hither Green Cemetery, the first part of the service being conducted at Lee Baptist Chapel by the Rev. F. G. French. Among those present at the cemetery were Mr. W. O. Willis, and Mr. F. H. Willis and Master A. Willis' sons, Mr. H. S. Saunders (son-in-law), Mr. George Elliott, K.C., Mr. S. Elliott, Mr. E. W. Willis, Mr. A. W. Willis, and Mr. G. Hayter (nephews), Mr. T. Moody, senior, Mr. T. Moody, junior, Mr. L. Moody, Mr. E. T. Lee; Mr. Justice Bray, Lord Southwark, Lady Day, Sir Nathaniel Barnaby, Mr. C. Pitt-Taylor (Registrar of Greenwich County Court), Mr. John Houchen (Registrar of Thetford County Court), Mr. A. N. Lane (representing the officials at Southwark County Court), Mr. W. R. Stevens (Director of the South-Eastern Railway Company), Mr. B. F. French, Mr. C. M. Treadwell, Mr. R. M. Theobald, Mr. J. W. Pewtress, Mr. P. L. Pewtress, Mr. M. L. Saunders, Mr. J. C. Hart, Mr. A. Hobbins, and also Dr. Clifford and other representatives of the Baptist Union. Wreaths were sent by the widow, Judge Willis' grandchildren, Sir Nathaniel Barnaby, the clerks and officers of the Greenwich and Woolwich County Courts, and the Northbrook Cricket Club.

At the London Sheriff's Court, on the 24th ult., says the *Times*, proceedings on a writ of *elegit* came before Under-Sheriff Burchell and a jury. Mr. Campion, solicitor, said the plaintiff in the action, Mr. F. W. Austin, had on the 5th of August obtained a judgment for £78 9s. 6d., money owing and interest on an indenture of mortgage, with £7 10s. costs. On the 16th of August instructions were issued for a writ of *elegit* in respect of the property Nos. 1 to 52, Sandringham-court, Maidavale—two blocks of flats producing a gross income of £5,200 per annum, the net rental being £1,500 per annum. Mr. E. W. Pigeon, managing clerk to Messrs. H. B. Campion and Co., solicitors, said that Sandringham-court was among the properties possessed by the defendant company as stated on the file at Somerset House; but there was a mortgage of £14,000 upon it in favour of a Mr. T. L. Green. The Under-Sheriff held that the case could not proceed further because there was a charge upon the property. The plaintiff would be stepping into the place of the mortgagee and taking from the mortgagor the right to go upon the property to recover his interest. A writ of *elegit* was a very old process. It dated from the days before mortgages came into operation, and therefore such circumstances were not provided for. Mr. Campion intimated that the plaintiff would go to the Chancery Division, and said the reason why there were so few writs of *elegit* was no doubt because it very rarely happened that a judgment creditor owned uncharged property.

At Marlborough-street, before Mr. Mead, on the 27th ult., Cecil Thompson, 62, a retired Army officer, of Saville-street, Marylebone, landlord of certain flats in Saville-street, was charged on remand with being wilfully a party to the continued use of part of them for improper purposes. Mr. Freke Palmer prosecuted, and Mr. Huntly Jenkins appeared for the defence. The defendant was stated to be a retired major of the Rifle Brigade. Complaints having been received of some of the flats being occupied by women of a certain class, the police were informed, with the result that the defendant was arrested by Sub-Divisional Inspector Shepard on 23rd of August. When told the charge he said, "It is not a brothel. You ought to know as well as I do this is not a brothel. These are flats, and I have been here two years, and bought them from Mrs. Dacre." Mr. Mead pointed out that in this case each flat was a house in itself. Mr. Freke Palmer said that was so, but as the flats were all under one roof the case came within "Durose and Wilson." Mr. Huntly Jenkins said if the magistrate had made up his mind he was not going to dispute the facts. Mr. Mead said he had not. There was a wide distinction between the present case and the case in which the landlord had a watch dog guarding at the door. It was very different where women could at any time go in and out quite independent of the defendant. He could not see what difference it made that they were flats. Suppose they had been built laterally instead of on the top of each other. A brothel was a house which was used promiscuously by more than one woman. One woman could receive as

many men as she liked. Mr. Palmer said people had made complaints about the place. Mr. Mead said it was a very dangerous thing to stretch the law. If Mr. Palmer pressed for it, he would grant a case. Mr. Mead discharged the defendant and agreed to state a case on the facts, but in reply to Mr. Huntly Jenkins said he did not think it was a case in which costs should be allowed.

The funeral of Lord James of Hereford took place at Breamore on the 23rd ult. A service was held at the parish church, which his lordship attended whilst in residence at Breamore House, where he lived until about a year ago. The coffin, which was brought by road from Epsom on Tuesday night in a motor-hearse, was covered with handsome wreaths. There was a very large congregation at the service, which was fully choral, and was conducted by the Rev. R. J. W. Latimer, rector of Breamore, and the Rev. W. Goodchild. The mourners included his Honour Judge Gwynne-James (nephew) and Mrs. Gwynne-James, Mr. F. R. James (nephew) and Mrs. James, Sir Walter Lawrence and Lady Lawrence (niece), Mrs. Alvin Corry (niece), Professor Baillie and Mrs. Baillie (niece), Mr. Harold James, Mr. Eric James, Mr. Roland Lawrence and Mr. Neville Lawrence (great-nephews), and Mr. C. C. Rogers, Mr. J. D. Rogers, and Mrs. Allen (cousins). Among others present were Lady Harcourt, the Hon. Hugh Grosvenor (representing Lord Stalbridge), Mr. Hamilton Hulse, Colonel Greenwood, Major Parke, Mr. Underdown, Miss Mundella, Mr. F. Howarth (representing the Bury and Elton Liberal Unionist Association), and Mr. S. F. Butcher, of Bury (formerly election agent to Lord James). Queen Alexandra sent a wreath, with the autograph inscription:—"In grateful memory, from Alexandra." Floral tributes were also sent by the Lord Chancellor and Countess Loreburn and many others, and by the police in the House of Lords, members of the Savoy Club, the National League for Opposing Women's Suffrage, Epsom Branch, the Clerk and Officers of the Duchy of Lancaster, Principal and Mrs. Waterfield (Cheltenham College), the Treasurer and Masters of the Bench of the Middle Temple, the Liberal Unionist Council ("In memory of a great Liberal Unionist"), the Council of Cheltenham College, the Corporation of Bury, Bury Liberal Association, Dr. Parkes, Lord James's opponent in the election of 1892, the *Times*, and the people of Breamore, South Charford, and Woodgreen. The coffin bore the inscription, "Henry, First Baron James of Hereford. Born October 30, 1828. Died August 18, 1911."

ROYAL NAVAL COLLEGE, OSBORNE.—For information relating to the entry of Cadets, Parents and Guardians should write for "How to Become a Naval Officer" (with an introduction by Admiral the Hon. Sir E. R. Fremantle, G.C.B., C.M.G.), containing an illustrated description of life at the Royal Naval Colleges at Osborne and Dartmouth.—Gieve, Matthews, & Seagrove, 65, South Molton-street, Brook-street, London, W. [ADVT.]

Winding-up Notices.

London Gazette,—FRIDAY, Aug. 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHARLES DEWYNTER, LTD.—Creditors are required forthwith, to send their names and addresses, and particulars of their debts or claims, to Alexander Nisbet, 3 and 4, Lincoln's Inn Fields.

K.S.B. SYNDICATE, LTD.—Petition for winding up, presented Aug 23, directed to be heard Oct 17. Spyer & Sons, 66, London Wall, solvors for the Petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 16.

NUVITÉ CO, LTD.—Creditors are required, on or before Sept 30, to send their names and addresses, and the particulars of their debts or claims, to Harry Oscar Bennett, 29, Castle Meadow, Norwich, Liquidator.

PROVINCIAL BANK CO, LTD.—Creditors are required, on or before Sept 15, to send their names and addresses, with particulars of their debts or claims, to George Frederick Herbert Gardner, City Chambers, 2, Darley st., Bradford, Liquidator.

SHALO COPPER MINES LTD.—Petition for winding up, presented Aug 14, directed to be heard Oct 17. Charles Russell & Co, 27, Norfolk st., Strand, solvors to the Petitioners. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 16.

London Gazette,—TUESDAY, Aug. 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

FONTBEREM COLLIERS CO, LTD (IN LIQUIDATION).—Creditors are required, on or before Oct 7, to send their names and addresses, with particulars of their debts or claims, to Samuel Taylor, 3, Temple bldgs, Goat st, Swanses, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette,—FRIDAY, Aug. 25.

UNITED KINGDOM FIRE-PROOFING CO, LTD.

WEDGEWOOD & TAYLOR, LTD.

THE CHISWICK SAND AND BALLAST CO, LTD.

DAVID NEW STAFFORD & CO, LTD.

HAVANA TELEPHONE SECURITIES CO, LTD.

VICKERS MINIM PHOTO PRINTER, LTD.

SAMUEL WILSON & CO, LTD.

ZARETSKY HOKE & CO, LTD.

FRANC S & CO, (Manchester), LTD.

WESTMINSTER GAS COMPRESSORS, LTD.

QUICK TICKET PRESS CO, LTD. (Eastbourne) (Reconstruction)

SOLOMON'S TEMPLE TRUST, LTD.

WARRINGTON STEEL FOUNDRY, LTD.

L. N. BARROW AND SON, LTD.

BRITISH BIO-ELECTRICS, LTD.
NUVITÉ CO, LTD.

London Gazette,—TUESDAY, Aug. 29.

INDERADEVI STEAMSHIP CO, LTD.

LEICESTER ENGINEERING CO, LTD.

RENWYLL LIME AND LIMESTONE CO, LTD.

FLETCHER BROS (AUL) (1906) LTD.

CIRCASSIAN OIL SYNDICATE LTD.

UNITED WHOLESALE INCANDESCENT GAS CO, LTD.

TORRES MINES LTD (Reconstruction).

CASTANEDA (Havana) CIGAR FACTORIES, LTD.

SOUTH GLOUCESTERSHIRE CHRONICLE, LTD.

BROADSTONE, LTD.

The Property Mart.

Forthcoming Auction Sale.

Sept. 7.—Messrs. H. E. FOSTER & CAMPFIELD, at the Mart, at 2: Reversions, Policies Shares, &c. (see advertisement, back page, this week).

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette,—FRIDAY, Aug. 25.

MARTIN, WILLIAM SAMUEL TOTMILL, East Dulwich, Auctioneer Oct 1 Tebbit v Funnell, Neville, J Welfare, Coleman st

Under 22 & 23 Vict. cap. 35

LAST DAY OF CLAIM.

London Gazette,—FRIDAY, Aug. 25.

BELLISS, GEORGE EDWARD, King's Norton, Worcester Oct 7 Clarke & Co, Birmingham
BROWN, WILLIAM, York, Carter Oct 9 Shaftes & Son, York
CRAPTER, JANE, East Twickenham Oct 10 Burton & Son, Blackfriars rd
CROSS, REV GEORGE FENWICK BROWN, Scarborough Nov 1 Cook & Co, Scarborough
DERRY, WILLIAM, Edgbaston, Birmingham Oct 7 Clarke & Co, Birmingham
FIRTH, HANNAH, South Ferriby, Lincoln Sept 18 Nowell & Son, Barton on Humber
FIRTH, THOMAS WALTER, Bradford, Woolstaston Oct 5 Gordon & Co, Bradford
FULFORD, EMMA JANE, Salisbury, Wilts Sept 27 Wilson & Sons, Salisbury
GEIGE, ARTHUR, Grovelands rd, Palmer's Green Sept 19 Lea, Queen Victoria st
HALFPENNY, JAMES, Gillingham, Kent Sept 30 Stacpoole & Co, Union st, Old Brad st
HASLER, NANCY, Blackburn Sept 30 Marsden & Marsden, Blackburn
HUDSON, WILLIAM HENRY, Pendlebury, Lancaster, Pawnbroker Sept 23 Bowden, Manchester

JONES-BATEMAN, REV BURLETON, Sheldon, Warwick Oct 7 Clarke & Co, Birmingham
JONES-BATEMAN, MARY, Abberley, Denbigh Oct 7 Clarke & Co, Birmingham
KENNEDY, ANNE, Rainhill, Lancashire Oct 14 Woods & Son, Warrington
KIRKHAM, JAMES, Wootton, nr Kirkham, Lancaster Sept 8 Gaultier, Kirkham
LAW, GEORGE, Down st, Padieston Sept 30 Cross & Son, 7, Lancaster pl, Strand
LIVAN, MARY, Shutlanger, Northampton Sept 2 Bock & Co, Northampton
MELLOR, ROBERT, Buxton, Derby, Tanner Sept 31 Parkinson & Co, Manchester
PEARL, CAPT GEORGE CHARLES, Hill st, Knightsbridge Oct 6 Prinder & Co, Leadenhall st

PHILLIPSON, JOHN, Broughton, nr Preston Sept 29 Clarke & Son, Preston
SHARPLEY, CATHERINE, Crewe Sept 16 Hadfield, Stockport

SMART, MARY ELIZA, Northampton Sept 23 Becks & Co, Northampton
TAYLOR, W. ISAAC, Bush Hill Park, Enfield Sept 18 Taylor & Strong, Fenchurch st

TURNER, HANNAH, Bradford Sept 21 Foster & Co, Bradford
VAUGHAN, JOSEPH, Presteigne, Radnor, Labourer Sept 29 Green & Nixon, Presteigne

WALLS, MARY ANN, Southampton Sept 22 Page & Gulliford, Southampton
WEBB, ROBERT, Norwich Sept 28 Daynes, Norwich

WHITEHORN, JIM, Cuthbert rd, Edmonton Sept 11 Pierron & Ellis, Vernon st, West Kensington

WILLIAMS, JAMES, Blackpool Sept 29 Heath & Sons, Manchester
YATES, EMMA, Birkdale, in Southport Oct 6 Stott, Leeds

London Gazette,—TUESDAY, Aug. 29.

ABRAHAMS, HANNAH, Liscard, Chester Oct 2 Bremner & Co, Liverpool
ARKEE, JOHN, Blyth, Northumberland, Joiner Sept 30 Mather & Dickinson, Newcastle upon Tyne

BARKER-BENFIELD, FRANCIS JOHN, Eastbourne, Army Tutor Sept 25 Roll, Eastbourne
BASSENETT, HARRIET ELIZABETH, Appley Bridge, nr Wigan Sept 23 Wilson & Bulough, Wigan

BEAL, REV CABON ARTHUR, Upton on Severn, Worcester Sept 30 Romney & Co, Malvern
BELL, CHARLES PAGE, Broadstairs, Kent Sept 22 Williams, Broadstairs

BLACK, RICHARD PEARL, Brighton Sept 30 Latham & Co, Melton Mowbray
CASHMORE, JOHN, Warwick cres, Paddington Sept 20 Leadbitter & Neighbour, Leadenhall st

CLIBBON, JOHN WILLIAM, Purton, nr Swindon, Wilts Oct 1 Kinneir & Co, Swindon
CORBETT, GEORGINA, Tiddington, Warwick Sept 31 Lunn & Gibbs, Stratford upon Avon

CHARNIKOW, LOUISA, Lygon pl, London Oct 14 Coward & Co, Mincing Lane
DARIN, JOHN FRAMPTON, Gratton rd, West Kensington, Chartered Accountant Oct 5 Jones, The Broadway, Ealing

DENTON, HIRAM, Old Trafford, Manchester, Commission Agent Oct 7 Adlesham & Co, Manchester
EVANS, WILLIAM, Nantygollen, nr Oswestry, Salop Oct 1 Richards & Sons, Llangollen

FISHER, HENRY, Stanningley, Leeds Sept 23 Peacock & Scriven, Leeds
FLINT, ABRAHAM MARSH, Larkfield, Kent, Corn and Coal Merchant Sept 29 Stennings & Son, Maidstone

FORD, EDWIN, North Cray, Foothill, Kent Sept 29 Weller, Bromley, Kent
GILPIN, JOHN AUSTEN, Dover Oct 4 Moall & Moall, Dover

GILLIE, ROBERT, Gatehead, Durham Sept 30 Arnott & Co, Newcastle upon Tyne
GRIFFITHS, JOHN JAMES, Willesden in Sept 30 Geo & Wm Webb, Devonshire sq

GROOME, RICHARD SQUIRE, Grange rd, Ealing Sept 20 Procter, Helena Chambers, Ealing
HALL, JAMES, Lichfield Sept 30 Russell & Son, Lichfield

LOCKER, THOMAS GEORGE, Erdington, Warwick Oct 7 Locker, Birmingham
LOCKYER, ROBERT, Broadwindsor, Dorset, Miller Oct 2 Saunders, Crowthorne

LYNCH, AUGUSTA ELIZA, Moreton Lodge, Buckingham Oct 1 Wilson & Co, Manchester

MATTHEWS, WILLIAM, Longton, Stafford Sept 5 Patterson, Longton
PEAT, ELLEN, Brighton Sept 23 Andrews & Co, Essex st, Strand
POOKINGHAM, EVELYN, Talgarth mams, West Kensington, Surgeon Sept 29 Sloper & Co, Putney hill
POINTON, ANN, Burslem, Staffs Oct 11 Tomkinson & Co, Burslem
PROFFITT, WILLIAM, Huddersfield, Confectioner Sept 11 Marshall, Huddersfield
RIVEN, REV EUSTACE HORROCKS, Ventnor, Isle of W. Sept 31 Burkill & Drew, Ventnor
ROSELL, NICHOLAS ROBERT, Warwick gdns, Kensington Sept 30 Witham & Co, Gray's Inn sq

SCHOFIELD, WILLIAM JOHN, Manchester Sept 30 Wood & Low, Manchester
SOUTHEY, EDITH FLORA, Gloucester Oct 2 Jordan & Son, Teignmouth
SPIERS, FELIX WILLIAM, Lowndes sq Sept 30 Denton & Co, Gray's Inn pl
STOTT, THOMAS, Manchester, Picture Dealer Sept 25 Moes, Manchester
THOMPSON, ARTHUR, Sheffield, Tailor Oct 7 Skinner Sheffield
WATSON, ELIZABETH, Darlington Sept 2 Stevenson & Co, Darlington
WILLS, CUTHBERT, College rd, Hampton Sept 26 Burridge & Co, Shaftesbury
WILLS, THOMAS EDWARD, Shaftesbury, Dorset Sept 26 Burridge & Co, Shaftesbury
WRIGHT, HARRY NEWPORT, Hove Sussex, Grocer Oct 1 Maynard & Smith, Brighton

Bankruptcy Notices.

London Gazette.—TUESDAY, Aug 22.

ADJUDICATIONS.

ALIANAKIAN, MIKE, Manchester, Merchant Manchester Pet June 21 Ord Aug 16
BROWN, GEORGE CYRIL, Northampton, Confectioner Northampton Pet Aug 18 Ord Aug 18
CLARKE, CHARLES FREDERICK, West Bridgford, Notts, Cabinet Maker Nottingham Pet Aug 8 Ord Aug 17
CORY, FRANCIS, Chichester, Commission Agent Brighton Pet Aug 17 Ord Aug 17
FOSTER, EDWARD JAMES, Sheffield, Fruiterer Sheffield Pet Aug 17 Ord Aug 17
FULLER, BURELL CLEVELAND, and CHARLES CLACO, London wall, Stockbrokers High Court Pet June 1 Ord Aug 18
GIBBINS, ALBERT, Wigan, Tailor Wigan Pet Aug 19 Ord Aug 19
HILL, JOHN, Cwmavon, Glam, Collier Neath Pet Aug 18 Ord Aug 18
MILL, ROBERT, Paddocks, Kent, Farmer Canterbury Pet Aug 18 Ord Aug 18
NUNWEILER, CLARA, Keighley, Milliner Bradford Pet Aug 19 Ord Aug 19
SMITHINS, HAYDN DENISON, Bonscombe, Hants, Stock Broker Poole Pet July 6 Ord Aug 18
THORNE, THOMAS BELL, HOUGHTON, Gloucester st, Warwick sq, High Court Pet May 26 Ord Aug 17
WALKER, THEODORE ACTON BROWNE, Fiskerton, R. S.O., Notts High Court Pet July 31 Ord Aug 17
WILLIAMS, ROBERT, Holyhead, Watchmaker Bangor Pet Aug 17 Ord Aug 17
WILLIAMS, SAMUEL ISAIAH, Treforest, Glam, Collier Pontypridd Pet Aug 17 Ord Aug 17
YOUNG, CHARLES LAWRENCE, Kingsland High st, High Court Pet July 24 Ord Aug 18

London Gazette.—FRIDAY, Aug. 23.

RECEIVING ORDERS.

BARNER, HUBERT CORNELIUS, Pagham, Sussex, Grocer Brighton Pet Aug 21 Ord Aug 21
BASKETT, GEORGE HENRY, Dorchester, Dorset, Coal Merchant Dorchester Pet Aug 22 Ord Aug 22
BOWDERS, ARTHUR EDWARD, Cullompton, Devon, Saddler Exeter Pet Aug 22 Ord Aug 22
CASTLE, FARNBRIDGE WILLIAM, Shacklewell ln, Hackney, Builder High Court Pet Aug 24 Ord Aug 24
CHALLINGWORTH, WILLIAM, Birmingham, Brass Founder Birmingham Pet Aug 25 Ord Aug 22
COLLET, FRED, Kingston upon Hull, Fish Dealer Kingston upon Hull Pet Aug 25 Ord Aug 23
DIXON, JOHN, Great Grimsby, Labourer Great Grimsby Pet Aug 19 Ord Aug 19
GOROB, EDWIN THOMAS, and ROBERT JAMES GROBOS, Newcastle upon Tyne, Builders Newcastle upon Tyne Pet Aug 19 Ord Aug 19
HIGHAM, FRANCIS JOSEPH, Fulham rd, Fulham, Hosiery High Court Pet Aug 23 Ord Aug 23
JOHNSON, FRANK ALEXANDER, Beauchamp rd, Lavender Hill, High Court Pet Aug 23 Ord Aug 23
LEONHARDT, RUDOLPH, Leicester, Manufacturer of Photographic Materials Leicester Pet Aug 10 Ord Aug 23
MACCABRAH, OWEN, Bletchley, Bucks, Publican Northampton Pet July 1 Ord Aug 23
MARTIN, WILLIAM, Waldron, Sussex, Eastbourne Pet Aug 23 Ord Aug 22
MITCHELL, WILLIAM THOMAS, Cornholme, Todmorden Painter Burnley Pet Aug 22 Ord Aug 22
MONSON, R W, St James' pl, St James' High Court Pet July 25 Ord Aug 23
NORRIS, HARRY GEORGE, Sutton Court mams, Chiswick High Court Pet Aug 23 Ord Aug 24

PAGE, JESSIE, Gresham, Norfolk, Grocer Norwich Pet July 28 Ord Aug 8

PAWLETT, WILLIAM, Great Grimsby, Labourer Great Grimsby Pet Aug 22 Ord Aug 22

PICKERING, LEONARD, Sheffield, Beerhouse Keeper Sheffield Pet Aug 9 Ord Aug 23

SCARIS, ALFRED PARRY, Burgess Hill, Sussex Brighton Pet Aug 4 Ord Aug 21

TAYLOR, RICHARD, Ancoats, Manchester, Wheelwright Manchester Pet Aug 3 Ord Aug 22

THOMAS, JOHN ALMA, Port Talbot, Glam, Tobaccoconist Neath Pet Aug 22 Ord Aug 22

WALKS, RICHARD, Plymouth, Baker Plymouth Pet Aug 22 Ord Aug 22

WARR, ASTHUR JOHN, Plumstead, Kent, Builder Greenwich Pet Aug 23 Ord Aug 24

WHITSTONE, HENRY BAKERWELL, Eketshall St Llwynr, Shropshire Pet Aug 21 Ord Aug 21

WILKINSON, LAWRENCE COATES, Kingston upon Hull, Tailor Kingston upon Hull Pet Aug 21 Ord Aug 21

WILSON, JAMES, Buckingham st, Westminster, High Court Pet Aug 22 Ord Aug 22

WILSON, JOHN EDWARD, Leeds, Parambulator Manufacturer Leeds Pet June 30 Ord Aug 21

WORMSCROFT, GEORGE, Sparkbrook, Birmingham, Fish Dealer Birmingham Pet Aug 23 Ord Aug 23

RECEIVING ORDER RESCINDED

HINLEY, GEORGE SILAS, SILAS HINLEY, WILLIAM HINLEY and ALFRED HINLEY, Worsley, Stafford, Glass Manufacturers Stourbridge Rec Ord July 11 Rec Aug 3

FIRST MEETINGS.

BABBER, HUBERT CORNELIUS, Pagham, Sussex, Grocer Sept 2 at 12 Off Rec, 12a, Marlborough pl, Brighton

BOND, CHARLES ALFRED, Nottingham, Mineral Merchant Sept 5 at 11 Off Rec, 4, Castle pl, Park st, Nottingham

BOWDERS, ARTHUR EDWARD, Cullompton, Devon, Saddler Sept 6 at 12 Off Rec, 9, Bedford circus, Exeter

BOWTOW, ARTHUR EDWARD, Cullompton, Devon, Saddler Exeter Pet Aug 22 Ord Aug 22

CHALLINGWORTH, WILLIAM, Birmingham, Brass Founder Birmingham Pet Aug 22 Ord Aug 24

COLLEY, FRED, Kingston upon Hull, Fish Dealer Kingston upon Hull Pet Aug 23 Ord Aug 23

DIXON, JOHN, Great Grimsby, Labourer Great Grimsby Pet Aug 22 Ord Aug 23

EATON, SAMUEL GROBOS, Godalming, Surrey, Stationer Guildford Pet Aug 12 Ord Aug 19

HENNING, EDWIN HENRY, Bunting, Warwick, Farmer Warwick Pet June 21 Ord Aug 22

HARRISON, CHARLES EDWARD, Stobton, Lincs, Farmer Nottingham Pet July 23 Ord Aug 23

HIGHAM, PEGGY JOSEPH, Fulham rd, Fulham, Hosiery High Court Pet Aug 22 Ord Aug 23

JOHNSON, FRANK ALEXANDER, Beauchamp rd, Lavender Hill, High Court Pet Aug 23 Ord Aug 23

JOHNSON, GROBOS THOMAS, Liverpool, Sheet Iron Manufacturer Sept 6 at 11 Off Rec, 35, Victoria st, Liverpool

LEONHARDT, RUDOLPH, Leicester, Manufacturer of Photographic Materials Sept 4 at 3 Off Rec, 1, Barristers st, Leicester

LEWIS, DAVID, Llanelli, Colliery Proprietor Sept 2 at 12.30 Off Rec, 4, Queen st, Carmarthen

MARTIN, WILLIAM, Waldron, Sussex, Eastbourne Pet Sept 3 at 12 Off Rec, 12a, Marlborough pl, Brighton

MORISON, R W, St James' pl, St James' High Court Pet Sept 4 at 12 Bankruptcy bldgs, Carey st

MUNWEEK, CLARA, Keighley, Yorks, Milliner Sept 4 at 11 Off Rec, 12, Duke st, Bradford

PAGE, JESSIE, Gresham, Norfolk Sept 4 at 12 Off Rec, 8, King st, Norwich

RANKIN, THOMAS, Goole Sept 5 at 3 Off Rec, 21, King st, Wakefield

ADJUDICATIONS.

BABBER, HUBERT CORNELIUS, Pagham, Sussex, Grocer Brighton Pet Aug 21 Ord Aug 21

BASKETT, GEORGE HENRY, Dorchester, Dorset, Coal Merchant Dorchester Pet Aug 22 Ord Aug 22

BELLAMY, FRED RICHARD, Thornton le Frile, Lancaster, Farmer Preston Pet July 26 Ord Aug 23

BENDIG, MARK, Cadeleigh, Devon, Farmer Exeter Pet July 28 Ord Aug 19

BOWTOW, ARTHUR EDWARD, Cullompton, Devon, Saddler Exeter Pet Aug 22 Ord Aug 22

CHALLINGWORTH, WILLIAM, Birmingham, Brass Founder Birmingham Pet Aug 22 Ord Aug 24

COLLEY, FRED, Kingston upon Hull, Fish Dealer Kingston upon Hull Pet Aug 23 Ord Aug 23

DIXON, JOHN, St. Grimsby, Labourer St. Grimsby Pet Aug 19 Ord Aug 19

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HIGHAM, PEGGY JOSEPH, Fulham rd, Fulham, Hosiery High Court Pet Aug 22 Ord Aug 23

JOHNSON, FRANK ALEXANDER, Beauchamp rd, Lavender Hill, High Court Pet Aug 23 Ord Aug 23

JOHNSON, GROBOS THOMAS, Liverpool, Sheet Iron Manufacturer Sept 6 at 11 Off Rec, 35, Victoria st, Liverpool

MACCAHAN, DONALD, Whitechapel, London, Gen. Agent Brentford Pet May 22 Ord Aug 19

MARSH, WILLIAM, Waldron, Sussex, Eastbourne Pet Aug 22 Ord Aug 22

MITCHELLY, WILLIAM THOMAS, Todmorden, Lancs, Painter Burnley Pet Aug 22 Ord Aug 22

O'SHEA, GABRIEL HENRY, Grafton st, Piccadilly

High Court Pet April 7 Ord Aug 19

PAGE, JESSIE, Gresham, Norfolk, Grocer Norwich Pet July 28 Ord Aug 22

PAWLETT, WILLIAM, Great Grimsby, Labourer Great Grimsby Pet Aug 22 Ord Aug 22

PICKERING, LEONARD, Sheffield, Beerhouse Keeper Sheffield Pet Aug 9 Ord Aug 23

RANKIN, THOMAS, Goole Wakefield Pet Aug 9 Ord Aug 19

RUSSELL, ROBERT WILLIAM HUGH, Aldershot, Fishmonger Guildford Pet Aug 18 Ord Aug 22

STEPHENS, WILFRED BROWN, Taplow, St Albans

High Court Pet June 26 Ord Aug 19

SWINSON, JOHN BROWN, Sheffield, Solicitor Sheffield Pet July 18 Ord Aug 22

WAITS, PEGGY KIRBY, Moreley rd, East Twickenham Commission Agent Brentford Pet July 17 Ord Aug 23

WALKS, RICHARD, Plymouth, Baker Plymouth Pet Aug 22 Ord Aug 22

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

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WHITESTONE, HERBERT BAKERWELL, Ilketshall, Saint Edmunds, Suffolk, Director of a Public Company Great Yarmouth Pet Aug 21 Ord Aug 21
WILMOT, LAWRENCE COATES, Kingston upon Hull, Tailor Kingston upon Hull Pet Aug 21 Ord Aug 21

London Gazette.—TUESDAY, August 29.

RECEIVING ORDERS.

BACK, JOHN, Dartmouth, Devon, Builder Plymouth Pet Aug 24 Ord Aug 24
BATES, CHARLES WILLIAM, Aston, Birmingham, Silversmith Birmingham Pet Aug 25 Ord Aug 25
COLLIN, GEORGE, Leicester, Coal Merchant Leicester Pet Aug 25 Ord Aug 25
EVANS, RICHARD, Kerry, Montgomery, Labourer Newtown Pet Aug 26 Ord Aug 26
EVERITT, ARTHUR CHARLES, Edric rd, New Cross, Bookmaker High Court Pet July 5 Ord Aug 25
FELDOS, GEORGE, Upper Marsh, Lambeth, Box Manufacturer High Court Pet Aug 24 Ord Aug 24
FLETCHER, REGINALD, Painter, Middle St. Albans Pet July 10 Ord Aug 23
GOLDFIELD, MAX, High st, Kingsland, Hair Dresser High Court Pet July 26 Ord Aug 25
GOOD, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet Aug 25 Ord Aug 25
GUSTEF, STANLEY, Prince Regent's In, Custom House, Publican's Manager High Court Pet Aug 26 Ord Aug 26
HADLEY, JOHN THOMAS, Farnival, Printer & High Court Pet July 27 Ord Aug 25
HALL, JOHN WILLIAM, Bury St. Edmunds, Commission Agent Bury St. Edmunds Pet Aug 25 Ord Aug 25
HAMILTON, ELIZABETH BAIRD, Kingsdown, Bristol Bristol Pet Aug 26 Ord Aug 26
HARLEY, HARRY H., Empire House, Piccadilly High Court Pet Mar 29 Ord Aug 25
HARRIS, ISRAEL, Sutherland av, Maida Vale, Wholesale Rag Merchant High Court Pet Aug 26 Ord Aug 26
HARRIS, THOMAS, Cwmnaff, Cantref, Brecknock, Licensed Victualler Merthyr Tydfil Pet Aug 26 Ord Aug 26
HAYDON, ANDREW FREDRICK TEMPLE, Pall Mall High Court Pet Aug 2 Ord Aug 25
HOWARD & CO, Huggins, Manufacturers' Agents High Court Pet July 23 Ord Aug 25
ILLINGWORTH, JOSEPH, Cawthron, nr Barnsley, Draper Barnsley Pet Aug 16 Ord Aug 25
MICHAEL, FREDERICK WILLIAM, Shaftesbury av High Court Pet Aug 24 Ord Aug 24
MILLAR, JAMES & CO, East Acton, Plasterers Brentford Pet Aug 4 Ord Aug 25
RAE, JOHN KIPPER, Nottingham, Plumber Nottingham Pet Aug 25 Ord Aug 25
SMALL, EDWARD, Evesby rd, Kilburn, Cabdriver High Court Pet Aug 24 Ord Aug 24
STEEL BRENTON & CO, Lloyd's av, Fenchurch st High Court Pet July 29 Ord Aug 24
THOMPSON, OLIVER, Knottingley, Yorks, Shipbuilder Wakefield Pet Aug 24 Ord Aug 24
TYERMAN, GEORGE, Thorpe, nr Robin Hood's Bay, Yorks Blacksmith Stockton on Tees Pet Aug 25 Ord Aug 25
VANDERLINDE, SOLOMON HENRY, Grosvenor rd, Canonbury Meat Salesman High Court Pet Aug 14 Ord Aug 24
WALL, EDGAR G., Broad Street av High Court Pet Aug 4 Ord Aug 24
WILLIAMS, ARTHUR LLOYD, Aberystwyth, Auctioneer Aberystwyth Pet Aug 24 Ord Aug 25
WILLIAMS, J C S, Lombard st High Court Pet July 24 Ord Aug 22
WOOD, H. L., Halifax, Stockbroker Halifax Pet Aug 4 Ord Aug 24

FIRST MEETINGS.

ASHBURNER, ROBERT WILLIAM, Ulverston, Lancs, Solicitor Sep 7 at 2.45 Sun Hotel, Ulverston
BASKETT, GEORGE HENRY, Dorchester, Dorset, Coal Merchant Sep 7 at 12.30 Off Rec, City chambers, Catherine st, Salisbury
BATES, CHARLES WILLIAM, Aston, Birmingham, Silversmith Sep 7 at 12.30 Ruskin Chambers, 191, Corporation st, Birmingham
CLAY, FREDERICK LAWSON, Holmes, Rotherham, Grocer Sep 6 at 12 Off Rec, Figtree In, Sheffield

CASTLE, FREDERICK WILLIAM, Alcester cres, Upper Clapton, Builder Sept 6 at 11 Bankruptcy bldgs, Carey st
COLLEY, FRED, Kingston upon Hull, Fish Dealer Sept 7 at 11 Off Rec, York City Bank Chambers, Lowgate, Hull
COLLIN, GEORGE, Leicester, Coal Merchant Sept 6 at 3 Off Rec, 1, Berriedge st, Leicester
EVERITT, ARTHUR CHARLES, Edric rd, New Cross, Bookmaker Sept 6 at 12 Bankruptcy bldgs, Carey st
FELDOS, GEORGE, Upper Marsh, Lambeth, Box Manufacturer Sept 6 at 1 Bankruptcy bldgs, Carey st
FOSTER, ARTHUR JAMES, Sheffield, Fruiterer Sept 6 at 12.30 Off Rec, Figtree In, Sheffield
GOLDFIELD, MAX, High st, Kingsland, Hair Dresser Sept 8 at 11 Bankruptcy bldgs, Carey st
GOOD, GEORGE, Kingston upon Hull, Builder Sept 8 at 11 Off Rec, York City Bank Chambers, Lowgate, Hull
HADLEY, JOHN THOMAS, Farnival, Printer Sept 8 at 18 Bankruptcy bldgs, Carey st
HILL, JOHN, Cwmnaff, Glam. Collier Sept 8 at 11 Off Rec, Government bldgs, St. Mary's st, Swansea
HOWARD & CO, Huggins, Manufacturers' Agents Sept 7 at 1 Bankruptcy bldgs, Carey st
MASON, WILLIAM MICHAEL, Sheffield, Bookkeeper Sept 6 at 11.30 Off Rec, Figtree In, Sheffield
MICHAEL, FREDERICK WILLIAM, Shaftesbury av Sept 8 at 1 Bankruptcy bldgs, Carey st
NORRIS, HARRY GROVE, Sutton, Court mans, Chiswick Sept 7 at 1 Bankruptcy bldgs, Carey st
PAWLETT, WILLIAM, Great Grimsby, Labourer Sept 7 at 10.30 Off Rec, St. Mary's Chambers, Great Grimsby
RUSSELL, ROBERT WILLIAM HUGH, Alderhot, Fishmonger Sept 6 at 12.30 York rd, Westminster Bridge rd
SMALL, EDWARD, Bresby rd, Kilburn, Cabdriver Sept 6 at 12 Bankruptcy bldgs, Carey st
STEEL BRENTON & CO, Lloyd's av, Fenchurch st Sept 7 at 12 Bankruptcy bldgs, Carey st
TAYLOR, RICHARD, Ancoats, Manchester, Wheelwright Sept 6 at 1 Off Rec, Byrom st, Manchester
VANDERLINDE, SOLOMON HENRY, Grosvenor rd, Canonbury Meat Salesman Sept 7 at 1 Bankruptcy bldgs, Carey st
WAITE, PERCIVAL KIRBY, East Twickenham, Commission Agent Sept 6 at 12 Off Rec, 14, Bedford row
WALKE, RICHARD, Plymouth, Baker Sept 6 at 3.30 7, Buckland street, Plymouth
WALL, EDGAR G., Broad Street av Sept 6 at 1 Bankruptcy bldgs, Carey st
WARE, ARTHUR JOHN, Plumstead, Kent, Builder Sept 6 at 11.30 132, York rd, Westminster Bridge rd
WILLIAMS, J C S, Lombard at Sept 7 at 11 Bankruptcy bldgs, Carey st
WILLIAMS, ROBERT, Holyhead, Watchmaker Sept 6 at 12 Crypt Chambers, Eastgate row, Chester
WILSON, JAMES, Buckingham gate, Westminster Sept 6 at 11 Bankruptcy bldgs, Carey st
WOOD, HENRY LEES, Halifax, Stockbroker Sept 7 at 10.45 County Court, Prescott st, Halifax
YOUNG, NATHAN JOHN, Caldecote, nr Biggleswade, Beds, Market Gardener Sept 6 at 12 Off Rec, The Parade, Northampton

ADJUDICATIONS.

ANTOINE, GUSTAVE, Finsbury House, London Wall High Court Pet June 10 Ord Aug 21
ASHBURNER, ROBERT WILLIAM, Conishead Grange, nr Ulverston, Lancs, Solicitor Barrow in Furness Pet July 29 Ord Aug 25
BACK, JOHN, Dartmouth, Devon, Builder Plymouth Pet Aug 24 Ord Aug 24
BARTON, JAMES, Liverpool, Solicitor Liverpool Pet May 2 Ord Aug 26
BATES, CHARLES WILLIAM, Aston, Birmingham, Silversmith Birmingham Pet Aug 25 Ord Aug 25
BILL, GEORGE OLIVER, Old Trafford, Manchester, Fancy Goods Agent Salford Pet July 12 Ord Aug 26
CLARKE, GEORGE WILLIAM, Wallasey, Chester, Engineer Liverpool Pet May 25 Ord Aug 25
COLLIN, GEORGE, Leicester, Coal Merchant Leicester Pet Aug 25 Ord Aug 25
EVANS, RICHARD, Kerr, Montgomery, Labourer Newtown Pet Aug 26 Ord Aug 26

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Law Courts Branch: 40, CHANCERY LANE, W.C.

A. W. COUSINS, District Manager.

FELDOS, GEORGE, Upper Marsh, Lambeth, Box Manufacturer High Court Pet Aug 24 Ord Aug 24
FIX, JOHN EDWARD, Cherry Garden st, Bermondsey, Baker High Court Pet July 26 Ord Aug 22
GRACE, GEORGE, Arundel st, Strand, Company/Promoter High Court Pet May 12 Ord Aug 24
GOOD, GEORGE, Kingston upon Hull, Builder Kingston upon Hull Pet Aug 25 Pet Aug 25
GUSTEF, STANLEY, Prince Regent's In, Custom House, Publican's Manager High Court Pet Aug 26 Ord Aug 26
HALL, JOHN WILLIAM, Bury St. Edmunds, Commission Agent Bury St. Edmunds Pet Aug 25 Ord Aug 25
HAMILTON, ELIZABETH BAIRD, Kingsdown, Bristol Pet Aug 26 Ord Aug 26
HARRIS, THOMAS, Cwmnaff, Cantref, Brecknock, Licensed Victualler Merthyr Tydfil Pet Aug 26 Ord Aug 26
HODGSON, REGINALD DRURY, Curzon st, Underwriter High Court Pet June 23 Ord Aug 24
LEONHARDT, ERNST RUDOLPH, Leicester, Manufacturer of Photographic Materials Leicester Pet Aug 10 Ord Aug 24
RAE, JOHN KIPPER, Nottingham, Plumber Nottingham Pet Aug 25 Ord Aug 25
SCRASE, ALFRED PRETTY, Alburgh, Hurstpierpoint, Sussex Brighton Pet Aug 4 Ord Aug 24
SMALL, EDWARD, Evesby rd, Kilburn, Cabdriver High Court Pet Aug 24 Ord Aug 24
STEWARD, EDWARD HARDING, Brighton Brighton Pet April 27 Ord Aug 24
TAYLOR, RICHARD, Ancoats, Manchester, Wheelwright Manchester Pet Aug 3 Ord Aug 24
THOMPSON, OLIVER, Knottingley, York, Shipbuilder Wakefield Pet Aug 24 Ord Aug 24
TYERMAN, GEORGE, Thorpe, nr Robin Hood's Bay, York, Blacksmith Stockton on Tees Pet Aug 25 Ord Aug 25
VANDERLINDE, SOLOMON HENRY, Grosvenor rd, Canonbury, Meat Salesman High Court Pet Aug 14 Ord Aug 24
VAN MINDEN, RAPHAEL, Manchester, Cinematograph Show Proprietor Nantwich Pet July 27 Ord Aug 24
WARE, ARTHUR JOHN, Plumstead, Kent, Builder Greenwich Pet Aug 23 Ord Aug 23
WILSON, JAMES, Buckingham st, Westminster High Court Pet Aug 22 Ord Aug 25
WOOD, H. L., Halifax, Stockbroker Halifax Pet Aug 4 Ord Aug 26
WOZENCROFT, GEORGE, Sparkbrook, Birmingham, Fish Dealer Birmingham Pet Aug 23 Ord Aug 24
YOUNG, NATHAN JOHN, Caldecote, nr Biggleswade, Beds Market Gardener Bedford Pet July 25 Ord Aug 24



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